

Smart Communications

Holding, Inc.

Schedule 1

This Schedule is between Dennis M. Lemma, as Sheriff on behalf of the Seminole County Sheriff's Office, whose address is 100 Eslinger Way, Sanford, Florida 32773, a Constitutional Officer of the political subdivision of Seminole County, State of Florida, hereinafter referred to as "Customer," and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 4522 W North B Street, Tampa, Florida 33609, hereinafter referred to as "Provider." This Schedule is part of and governed by the Master Service Agreement, the "Agreement", executed by the Parties. The terms and conditions of the Agreement are incorporated herein by reference. This schedule shall be coterminous with the Agreement.

The Customer's Facility Names and addresses are: John E. Polk Correctional Facility – 211 Eslinger Way, Sanford, Florida 32773 and Seminole County Juvenile Detention Center – 200 Eslinger Way, Sanford, Florida 32773 (Facilities).

Hardware, Software, Systems and Services Provided

Provider shall install and/or provide the following Hardware, Software, Systems and Services within both Facilities:

1. Provider will conduct a detailed survey of the Facilities to determine the proper number of Portable Kiosks or SmartKiosks or combination of each to provide for each housing area. Provider will install its entire supporting infrastructure at no cost to Customer or inmates. Provider will provide Customer with the basis for the determination of the number and types of kiosks provided.
2. The Portable Kiosk is a custom, wireless, ruggedized and correctional grade portable kiosk of custom specifications that will connect to Provider's secure network. Provider will provide replacement Portable Kiosks as required in order to keep the System in the same condition as prior to the malfunction at no cost to the Customer or inmates.
3. The Portable Kiosk software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use and the operating system is only allowed to connect to Provider's secure wireless network within the facility.
4. The SmartKiosk is a custom, wired, ruggedized and correctional grade kiosk of custom specifications that will connect to Provider's secure network. Provider will provide replacement SmartKiosks as required in order to keep the System in the same condition as prior to the malfunction at no cost to the Customer or inmates.
5. The SmartKiosk software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use and the operating system is only allowed to connect to Provider's secure network within the facility.
6. The network itself is designed to facilitate applications within a corrections environment. A deny-by-default policy is utilized on all traffic, so nothing may traverse the network unless specifically allowed and enabled. A defense-in-depth strategy is utilized which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.

Portable Kiosk and SmartKiosk Distribution

7. Provider will provide a Portable Kiosk charging station and "home base" within each housing unit within the facilities based on the facility survey. The home bases will be permanently installed into the housing areas (e.g. wall mounted). Each home base provides the necessary connections for charging the portable kiosks, as well as a convenient storage location to ensure all Portable Kiosks are accounted for during non-usage times.

8. Each Portable Kiosk is assigned to a specific housing area and will only allow inmates within that housing area to sign in and use the Portable Kiosk. Individual Portable Kiosks are not assigned to specific inmates. Any inmate in a given housing unit may use any Portable Kiosk that is assigned to that housing unit. If a Portable Kiosk that an inmate is using stops working, they can return it to the home base or to a deputy for maintenance, and then take a different Portable Kiosk and sign on and gain full access to their account and content.

9. SmartKiosks will be installed in locations where Portable Kiosks are not appropriate due to security considerations.

Maintenance and Support Plan

10. Provider's asset management system keeps records of all devices throughout their lifecycle so Provider can see the full history of any device in real-time. Each Portable Kiosk checks with Provider's network when it is powered on and relays its current status information for tracking and pre-emptive notification for service. Provider can see which devices are being used, how often, identify charging and battery issues, and other common problems before they result in device failure so that service can be initiated before a problem is reported. Provider's monitoring systems watch Provider's remote infrastructure 24/7 and alerts Provider's technicians in real-time if any issues are detected. Using remote network access and remote troubleshooting techniques, Provider can typically pinpoint the cause of a failure and dispatch the appropriate parts and personnel to repair infrastructure failures within 48 hours. Provider utilizes backup external network connectivity by using a local wireline broadband provider as the primary transit and utilize a cellular data connection as a backup which automatically comes online in the event that the primary connection becomes unavailable. This helps to ensure that the system can continue to operate even in the event of an outage from a third-party connectivity provider.

11. Customer will provide Provider with access to the Customer's Facilities and space within the Facilities, subject to operational security requirements, for the purposes of installing, networking, and maintaining of the System. Customer will provide at no cost the necessary escorts for the installation personnel. The escorts must have access to the necessary inmate housing areas, I.T. and utility rooms to facilitate a timely installation. Emergency access to the system will be granted as needed to Provider Monday through Friday 8:00 am to 4:00 pm. Non-emergency access will be granted with twenty-four (24) hour notice from Provider.

MailGuard™ Patent Pending Postal Mail Elimination System

12. Provider is the exclusive licensee of MailGuard™, the patent pending postal mail elimination system.

13. Provider shall provide MailGuard™ at no cost to Customer. MailGuard™ converts regular incoming postal mail into an electronic document that is delivered to the inmate recipient via the SmartKiosk™ within the Customer's Facilities.

14. Provider shall provide all of the equipment and support services to operate the MailGuard™ system and transmit incoming routine postal mail into an electronic document to be delivered to the inmate on the SmartKiosk™ at no cost to Customer.

15. Customer shall designate MailGuard as their Agent for processing incoming routine postal mail. For purposes of this contract, "routine mail" means all regular incoming correspondence between inmates, family and friends and excludes all legal mail, packages, books, magazines, periodicals and religious mail. All legal mail, packages, books, magazines, or other non-routine inmate mail will still be sent to the Facilities for delivery.

16. MailGuard will only integrate with and transmit incoming routine mail to the SmartKiosk/Kiosk Solutions™.

17. Provider is responsible for all future costs associated with any modification, reconfiguration, or upgrade of the MailGuard™ system at the Customer's Facilities. These costs do not include the costs of the actual electrical power.

18. MailGuard shall become the inmates' designated Agent to process and electronically deliver incoming routine inmate mail pursuant to Customer's mail policy which shall promote the intent of this Agreement.

19. Customer will instruct and advertise on its website that all incoming routine mail must be sent to the designated Mail Box for electronic delivery via the MailGuard™ system.
20. Provider shall be solely responsible for the cost of maintaining the Mail Box for incoming routine mail to be sent.
21. Provider will retrieve incoming routine mail from the designated Mail Box and process and transmit that mail in an expeditious manner.
22. Provider will shred all processed mail unless the Customer specifies in the Record Retention section of this Agreement that all or a particular inmate's mail must be stored. All mail stored for more than thirty (30) days must be stored in a separate storage facility controlled by Provider and the Customer shall be billed monthly for the storage amount.
23. The MailGuard™ public website will allow inmates to log into their account and retrieve electronic copies of their processed incoming routine mail for twelve (12) months from the date of their release from the Customer's Facility.
24. MailGuard will provide Customer with the capability of monitoring and reviewing all electronic mail sent through the MailGuard™ system, except those messages deemed to be privileged under law between attorney and client.
25. The work to be performed by MailGuard under this Agreement may, at its discretion, be performed directly by it wholly or in part through a subcontractor of its choosing. All subcontractors shall be pre-approved by Customer.

Electronic Messaging

26. Provider will provide at no cost to Customer a fully functional electronic messaging system for the inmates of the Customer's Facilities. Provider is exclusively responsible for providing all of the hardware kiosks, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be entitled to all revenue derived from electronic messaging and photo delivery.
27. Provider will provide at no cost to Customer the labor for the installation of the electronic messaging system.
28. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the electronic messaging system.
29. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the electronic messaging system at the Customer's Facilities. These costs do not include the costs of the actual electrical power.
30. Provider will provide each inmate of the Customer's Facilities, two (2) message credits per week at no charge to satisfy the needs of indigent inmates.
31. Provider will provide Customer with the capability of monitoring and reviewing all electronic messages and attachments sent through the electronic messaging system, except those messages deemed to be privileged under law between attorney and client.
32. Friends and Family can access the electronic messaging and photo delivery system via the Smartjailmail.com website.
33. Electronic Messaging: Each email message is billed at one credit (\$0.50) to the Friends and Family SmartJailMail Account.
34. Photo Delivery Service: Each approved photo is billed at two credits (\$1.00) to the Friends and Family SmartJailMail Account.
35. Customer will include information regarding the Smart Jail Mail System in the Inmate Handbook and in all other areas where information on inmate communications is located.

36. Customer will provide information regarding Smart Jail Mail messaging system in at least one location next to the inmate mailing address on the Customer website, with a link to the SmartJailMail.com website.

37. Upon completion of installation and appropriate system testing, Customer will allow the electronic messaging to go live within forty-eight (48) hours' notice of system availability.

38. Customer will provide a list electronically twice each day of all inmates residing in the Customer's Facilities and their current housing assignments. Provider will use this listing to ensure that each inmate is authorized to use only those kiosks appropriate to their housing assignment.

39. Customer will give prompt notice to Provider of any trouble or irregularity in the functioning of any individual kiosk in particular or the electronic messaging system as a whole.

Video Visitation

40. Provider will provide at no cost to Customer a fully functional remote video visitation system for the inmates of the Customer's Facility (JEPCF). Provider is exclusively responsible for providing all of the hardware, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be entitled to all revenue minus commission derived from the remote video visitation system.

41. Provider will provide at no cost to Customer the labor for the installation of the video visitation system.

42. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the video visitation system.

43. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the video visitation system at the Customer's Facilities. These costs do not include the costs of the actual electrical power.

44. Provider will provide Customer with the capability of monitoring the video visitations, except those visitations deemed to be privileged under law between attorney and client.

45. Friends and Family can access and purchase and schedule the video visitation sessions via the Smartjailmail.com website. The video visitation sessions are only available in fifteen (15) or thirty (30) minute blocks.

46. Each fifteen (15) minutes video visitation block is billed to the Friends and Family account at three dollars and seventy-five cents (\$3.75).

47. Each thirty (30) minutes video visitation block is billed to the Friends and Family account at seven dollars and fifty cents (\$7.50).

48. Customer will include information regarding the video visitation System in the Inmate Handbook and in all other areas where information on inmate communications is located.

49. Customer will provide information regarding video visitation system in at least one location next to the inmate mailing address on the Customer website, with a link to the SmartJailMail.com website.

50. Upon completion of installation and appropriate system testing, Customer will allow the video visitation system to go live within forty-eight (48) hours' notice of system availability.

51. Customer will provide a list electronically twice each day of all inmates residing in the Customer's Facilities and their current housing assignments. Provider will use this listing to ensure that each inmate is authorized to use only those kiosks appropriate to their housing assignment.

52. Customer will give prompt notice to Provider of any trouble or irregularity in the functioning the video visitation system as a whole.

Grievances, General and Medical Requests

53. Provider shall provide at no cost to the Customer or inmate, electronic general and medical requests as well as electronic grievance forms via the SmartKiosks and Portable Kiosks.

54. Provider's System presents inmates with a list of available forms, and once a form has been selected and submitted, it is automatically routed to the appropriate person or department for processing. Automated timers, alerts, and escalation paths help to ensure that requests are handled in a timely manner to ensure compliance with internal policies and accreditation standards (if applicable). Each type of request has a suite of controls to fine-tune policies around who can submit which requests, how often, and a variety of other restrictions to help prevent staff from becoming overloaded. Requests can be easily reassigned to another individual or department as needed, and like everything else, all actions and access to these systems are logged and audited. Reports are available to show request aging, who is answering requests on time (or not), and one-click compliance reports to aide with accreditation reporting.

Rules, Regulations & Communications

55. The System is designed to provide at the Customer's discretion a mandatory electronic signature acknowledging that the inmate has received an electronic copy of the Inmate Handbook. The Inmate Handbook is always available on the System for easy reference. Changes and additions to the handbook or other rules and regulations can be changed easily by staff members. Inmates also have access to the PREA Act at all times on the System. The System has the ability for the Administrators to post announcements, communications and notices to the entire inmate population, or certain housing units or individual inmates.

Law Library

56. Provider shall provide access via the System to a law library for the Customer and inmates at no cost. The law library provides access to Federal and State statutes and case law, as well as a legal dictionary, practice manual, and other legal aids to assist inmates with researching material appropriate for their case. The system updates this library every day as new information becomes available and is used by a number of State BAR associations as the preferred platform for their registered attorneys to use for legal research.

Commission

57. Provider agrees to pay Customer a commission of ten percent (10%) of gross revenues from video visitation credits used. Commission will be paid by the Provider to Customer within thirty (30) days of the close of the previous month. Checks shall be made payable to the Seminole County Sheriff's Office and forwarded to the following address:

Seminole County Sheriff's Office
Fiscal Services Division
100 Eslinger Way
Sanford, Florida 32773
Attn: Special Accounts

Record Retention

58. Provider shall retain records for services provided as follows. Upon request, Provider will provide Customer with copies of the requested record for the purpose of inspection, examining and auditing the Provider's records directly relevant to Customer. Retention requirements shall survive the termination of this Agreement.

- a. Inmate Postal Mail (electronic copy): Seven (7) years from the date of the inmate's release.
- b. Inmate Postal Mail (hard copy): Fifteen (15) days from date scanned into MailGuard system.
- c. Electronic Messages: Seven (7) years from the date of the message.

d. Video Visitation:

1. List of Parties: Seven (7) years from the date of the visit.
2. Audio Recordings: 180 days from the date of the visit.
3. Video Recordings: 90 days from the date of the visit.

e. Medical Requests: Seven (7) years from the date of the request.

f. Acknowledgement of Rules, Grievances, etc.: Four (4) years from the date of the request/
acknowledgement.

Public Users

59. Public users will set up and maintain access to their accounts via the Provider's public website, www.smartjailmail.com. Public users will have access to purchase messaging credits and can view their purchasing and usage history on their My Account Tab via the website. Any questions or concerns regarding public user accounts can be submitted via the Provider's website by clicking on the Contact Us Tab.

60. Provider will provide upon Customer's request an account summary for a public user.

61. Customer may perform, or cause to have performed, an audit of the Provider's records regarding Public User accounts. This audit shall be performed at a time mutually agreeable to Provider and Customer. Audit costs shall be the sole obligation of Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: Seminole County Sheriff's Office

Provider: Smart Communications Holding, Inc.

By: 

By: 

Name: Dennis M. Lemma

Name: Jon Logan

Title: Sheriff

Title: CEO

Date: 09/04/2018

Date: 8-14-18

Email: dlemma@seminolesheriff.org

Email: jon.logan@smartcommunications.us

Notice Address:
100 Eslinger Way
Sanford, Florida 32773

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Tampa, FL 33609